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Reply to Office Action of December 9, 2005

More particularly, claim 8 was rejected in view of the combination of Luchs et al. and Pescitelli et al. (U.S. Patent No. 5,845,256), claim 10 was rejected in view of the combination of Luchs et al. and Official Notice, claim 11, was rejected in view of the combination of Luchs et al. in view of Quicken (Quicken website), claim 12 was rejected in view of Luchs et al. in view of Serdy (U.S. Patent No. 5,990,886), claims 13-14 were rejected in view of the combination of Luchs et al. and Felton ("Rental Car Insurance: Staying out of financial potholes"), claims 15-18 were rejected in view of the combination of Luchs et al., Cullen et al. and Felton, claim 19 was rejected in view of the combination of Luchs et al., Cullen et al., Felton, and Hartigan, and claim 20 was rejected in view of the combination of Luchs et al., Felton and Quicken.

Although all of the pending claims of the Application were rejected in the present final Office action, the Applicant is submitting this Reply prior to the filing of any Request For Continued Examination insofar as the Applicant believes that the pending claims of the Application are allowable in their present form, for at least the following reasons.

#### Allowability of Claims 1-13

In paragraph 4 of the final Office action, claim 1 is rejected for substantially the same reasons as given in the previous Office action. More particularly, it appears from the comments in the final Office action that the Examiner is continuing to interpret the language of claim 1 as requiring either a time period indication or a geographical region indication, but not both.

Yet, as stated by the Applicant in the previous Amendment, the Applicant intends the present language of claim 1 to require both a time period indication and a geographical region indication. Indeed, the language of claim 1 is quite clear in specifying that the "at least one limitation" includes both the "time period indication of a time period less than a month AND a geographical region indication of a geographical region smaller in size than an entire nation" (emphasis added). The language of claim 1 does not state something that could be interpreted as only requiring either the time period indication or the geographical region indication, e.g., language such as "at least one of a time period indication and a geographical region indication". For clarity, the Applicant is

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willing to stipulate for the record that the present language of claim 1 is intended to require both the time period indication and the geographical region indication.

Given that the interpretation of the meaning of claim 1 accorded by the Examiner in the final Office action is not in accord with either the plain meaning of the language of the claim, or with the Applicant's intent regarding its meaning, the Applicant respectfully submits that claim 1 is allowable under 35 U.S.C. 102(b) for the reasons set forth in the Applicant's previous Amendment. Additionally, the Applicant respectfully submits that, for at least that reason, claims 2-13 that depend from claim 1 also are allowable.

#### Allowability of Claims 14-20

In the final Office action, independent claim 14 was newly rejected under 35 U.S.C. 103(a) in view of the combination of Luchs et al. and Felton, and independent claim 15 was newly rejected under 35 U.S.C. 103(a) in view of the further combination of those two references with an additional reference, Cullen et al. In setting forth the rejection of claim 14, the Office action in particular stated that "[a]t the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the features of Felton within the method of Luchs with the motivation of allowing a customer to receive insurance only for the period of time in which they are using the rental car". A similar statement was made in relation to claim 15 with respect to the combination of Felton with Luchs et al. and Cullen et al.

Notwithstanding the comments in the final Office action, the Applicant respectfully disagrees that Felton is properly combinable with Luchs et al. or Cullen et al., or that it would have been obvious to one of ordinary skill in the art to make such a combination. In particular, the Applicant respectfully submits that the Applicant cannot find any suggestion within any of Felton, Luchs et al. or Cullen et al. to combine the references so as to arrive at the subject matter recited in pending claims 14 and 15 of the present Application. The Applicant in particular submits that the mere fact that Felton, Luchs et al. and Cullen et al. all relate in at least some manner to insurance is insufficient to justify a conclusion that those references provide a suggestion for combining the references. (See Section 2143.01 of the MPEP, which states "Fact that references can be combined or modified is not sufficient to establish *prima facie* obviousness").

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Indeed, rather than providing any suggestion to combine the references, the Applicant respectfully submits that there are numerous reasons why it would not have been obvious to one of ordinary skill in the art to combine the references. To begin with, Felton relates to an entirely different type of insurance than that to which Luchs et al. and Cullen et al. appear to relate. Felton in particular relates to rental car insurance, which is typically purchased by a customer of a rental car company when the person is about to rent a car, and which relates to a rental car that is owned by the rental car company. In contrast, Luchs et al. and Cullen et al. do not at all appear to relate to rental car insurance, but rather apparently relate to insurance application processes for insurance coverage on items owned by the insurance applicant, such as the insurance applicant's personal home or vehicle.

Further because of these differences, Felton appears to relate to an insurance-application procedure that is highly different from those of Luchs et al. and Cullen et al. In particular, as best as the Applicant can determine, Felton envisions a rental car insurance application process that merely involves a limited, person-to-person discussion between a representative of a rental car company and a customer. Further, Felton does not provide any indication that the rental car insurance that is obtained by a customer is carefully-tailored in view of the customer's personal characteristics. Rather, as described in Felton, the car rental insurance that is offered appears to be a generic type of insurance that is exorbitantly priced, such that it is often desirable for a customer to entirely forego obtaining the insurance (e.g., when the customer can do so because the customer already has insurance from another source such as a personal insurance policy or credit card).

In contrast, Luchs et al. and Cullen et al. set forth sophisticated processes that allow for obtaining carefully-tailored insurance policies for customers in relation to items that those customers personally own. The processes include numerous steps, for example, underwriting steps (see, e.g., FIG. 2A of Luchs et al.) or negotiation steps (see, e.g., FIG. 7 of Cullen et al.). The complexity of the processes set forth in Luchs et al. and Cullen et al. appears to go hand-in-hand with a desire to provide insurance that is particularly well-suited to the customer's particular risk profile and/or other customer characteristics or goals (see, e.g., col. 2, line 25 of Luchs et al. and col. 6, lines 9-29 of Cullen et al.). For at least these reasons, not only do Luchs et al. and Cullen et al.

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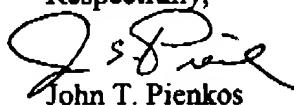
concern very different types of insurance products than Felton, but also Luchs et al. and Cullen et al. concern highly different types of insurance application processes than Felton, such that it would be inappropriate to combine the teachings of Felton with either or both of Luchs et al. and Cullen et al.

Therefore, not only is the Applicant unable to identify any suggestion to combine Luchs et al. and/or Cullen et al. with Felton in any of those references, but also it appears to the Applicant that, if anything, the references appear to suggest the inappropriateness of such a combination. Thus, the Applicant respectfully submits that it would not have been obvious to one of ordinary skill in art to combine Luchs et al. and/or Cullen et al. with Felton to arrive at the subject matter recited in the Applicant's pending claims 14 and 15, or any of claims 16-20 depending therefrom, and that all of these claims are allowable under 35 U.S.C. 103(a).

\* \* \*

In view of the above Remarks, the Applicant respectfully requests reconsideration and allowance of the present Application. The Applicant invites the Examiner to telephone the Applicant at the telephone number listed below if the Examiner would like to further discuss any of the Applicant's arguments with the Applicant.

Also, the Applicant recognizes that this Reply is being submitted after the two-month date following mailing of the final Office action. Nevertheless, the Applicant would be very grateful if the Examiner could promptly consider this matter so as to minimize any extension fees that may be necessary to pursue further prosecution of this Application (e.g., extension fees necessary to file any Request for Continued Examination). The Applicant also submits that, at the present time, no fees are due in connection with this Reply.

Respectfully,  
  
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